

Division DU report Outline

1. Division POC - Name
 Office
 Telephone number
 Email address

2. Brief summary of contacts/activities with DU for the period FY 2003 through February 2005. This should be a short paragraph highlighting the most significant interactions with DU during the reporting period.

3. For each contact activity provide a few notes to give the gist of what occurred. Complete sentences are not required. If there were multiple meetings during the reporting period about the same subject involving the same offices lump this into one activity. Cover the following items.
 - What – meeting/planning project/ joint activity/ regulatory item
 Include a few words describing the nature of the activity/discussion –
 - Where – Project/District/Division, including state if the activity occurred on a project or with regard to a regulatory action
 - When – month year – frequency if recurring, or schedule of construction or actual date of construction.
 - Who – DU office/contact? Other parties involved - Corps office to contact for more information
 - Funding – Was effort done by volunteers – did DU put up funds, did some one else fund
Were Corps funds involved?
 - Outcome/Outputs
 - Follow up if any

4. If there are any photos of a joint activity please provide a few if possible.

5. In subsequent reports have a section for new activities and one for continuing activities. The latter should contain updates of the previous reported activities.

1. XYD POC – Sammy Sneed
XYD Operations
555-xyz
Sammy.Sneed@

2. During this reporting period contacts in the XYD varied from a phone call to construction of some wetlands areas on the Big Lake project in (state). This project involved multiple partners and resulted in 20 acres of wetland restoration. Z District is working with DU on a mitigation bank and S District is discussing a possible 206 with DU as the sponsor. In addition the division invited the DU regional director to speak at ... meeting.

3. Activities:

a. Construction of 20 acres of wetland restoration was completed in Nov 2004 at Big Lake project in M state. N district and project staff had worked for 2 years with DU to accomplish the project. The _ state leased the project site and will maintain it. DU provided funds and volunteer, the state also provided some funding and will maintain the project. The District provided funds under the challenge partnership program. It is expected that many ducks and geese will frequent this restored wetland and it will provide critical wintering habitat. So successful additional similar projects may be pursued.

b. Z District meeting frequently with DU office._ regarding development and operation of a mitigation bank of approximately 50 acres on x stream in y state. DU cooperating with state DOT main users of the bank. Approval expected in Sept 2005.

c. etc. one short note for all the activities

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY,
THE U.S. ARMY CORPS OF ENGINEERS
AND
DUCKS UNLIMITED, INC.**

- I. **PURPOSE.** The purpose of this MOU is to provide a foundation for collaboration related to protection, restoration, and/or management of selected wetlands and associated uplands of mutual interest to Ducks Unlimited (DU) and the U.S. Army Corps of Engineers (Corps). Activities carried out pursuant to this MOU will contribute to fulfilling natural resources stewardship objectives, protecting and restoring ecosystems of value to waterfowl and other wildlife populations, and to fulfilling the objectives of the North American Waterfowl Management Plan and the North American Bird Conservation Initiative, within the context of the Corps civil works mission and to meet the objectives outlined below.
- A. Encourage water management measures that benefit native animals and plants and natural communities while meeting human needs;
 - B. Foster demonstration projects to test promising water management strategies while monitoring their efficacy in meeting multiple objectives;
 - C. Foster wetland protection and restoration projects that improve wildlife and fisheries habitat while meeting human needs;
 - D. Promote non-structural flood protection and other measures to maintain natural ecosystem functions at sustainable levels; and
 - E. Promote the gathering and sharing of scientific data and research by either entity as it may be related to projects of mutual interest and concern.
- II. **RESPONSIBILITIES.**
- A. The Corps and DU will seek opportunities to cooperate in efforts to promote the conservation of regionally significant biological diversity in accordance with applicable law through projects or programs related to the conservation, understanding, management, and sustainable use of the Nation's land and water resources.
 - B. The Corps, subject to the availability of resources, shall:
 - 1. Communicate the establishment of this MOU to all U.S. Army Corps of Engineers Division and District Offices as well as relevant laboratories;

2. Identify a point of contact for coordination of DU activities at each Corps Division office;
3. Make available to DU, to the extent legal and practicable, and as appropriate and required to accomplish the goals of this MOU, existing information on wetland and waterfowl management on Corps civil works lands;
4. Look for opportunities, as appropriate, for partnership initiatives with DU.
5. Provide access for DU to Corps civil works lands, as appropriate, to further the purpose of this MOU. The Corps' Operations Project Manager may approve access for DU to the affected area subject to management plans, safety and security considerations, and compatibility with Corps operations. If DU requests use of Corps civil works lands, a real estate instrument may be granted after the Corps makes a determination that such land is available for the requested use;
6. Provide appropriate on-site recognition of DU involvement in specific wetlands protection, restoration and/or management activities; and
7. As appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.

C. DU, subject to the availability of resources, shall:

1. Communicate the establishment of the MOU and method of implementation to all DU offices;
2. Identify a point of contact at each DU regional office to serve as coordinator for cooperative actions with Corps offices;
3. Regularly review potential Corps projects for waterfowl habitat restoration and to determine the extent and nature of DU involvement, if any; and
4. As appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.

III. GENERAL PRINCIPLES. It is mutually agreed and understood by the parties that:

- A. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

Specifically, this MOU does not establish authority for the noncompetitive award to DU of any contract or other agreement.

- B. This MOU is intended only to improve cooperation between the Corps and DU, and is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies, its officers, or any person.
- C. Nothing in this MOU shall be construed as affording DU any preferential treatment, exclusive rights, or privileges.
- D. The Corps and DU intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.
- E. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.
- F. The parties of this MOU or their designated representatives shall meet annually to review the implementation of this MOU.
- G. This MOU may be modified as necessary, by mutual agreement of both parties by the written amendment signed and dated by an authorized representative of each party.
- H. Either party may terminate this MOU by providing 45 days written notice to the other. Otherwise, this MOU will remain in force indefinitely.

IV. EFFECTIVE DATE. The parties have executed this MOU as of the last date written below.

THE DEPARTMENT OF THE ARMY

DUCKS UNLIMITED, INC.

____/signed/_____

Dominic Izzo
Principal Deputy Assistant Secretary of the Army
(Civil Works)

Date: 22 July 2002 _____

____/signed/_____

D. A. (Don) Young
Executive Vice President

Date: ____ 22 July 2002 _____